ORDINANCE NO. ____-23

AN ORDINANCE AMENDING CHAPTER 909 "SIDEWALKS" OF THE PAINESVILLE CODE OF 1998, AND DECLARING AN EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION I. That Chapter 909 of the Painesville Code of 1998 is hereby amended to read as follows:

909.01 REPAIR OF SIDEWALK; NOTICE TO OWNER.

(a) It shall be the duty of every owner, agent or person having the control of any lot or land abutting upon a public sidewalk within the City to keep the sidewalk abutting the premises in good repair and free from obstructions or nuisance.

(b) If any owner, agent or person having the control of any lot or land abutting upon a public sidewalk within the City fails to keep the abutting sidewalk in good repair and free from obstructions or nuisances, said owner, agent or person having the control of any lot or land within the City shall be liable to the City for any damages recovered against the City sustained by any person by reason of said sidewalk being out of repair, obstruction or nuisance.

(c) Upon notice that any sidewalk within the City is in need of repair, or is obstructed, or that a nuisance exists with respect to the condition of such sidewalk, the City Manager**, City Engineer, or their designee** shall notify in writing the owner, agent or person referred to in subsection (a) hereof of the condition required to be corrected. If the person so notified shall fail, for thirty days **or for the period of time that is stated in the notice of violation,** after service of such notice, to cause the sidewalk to be repaired or the obstruction to be removed or the nuisance to be abated, the **City Manager, City Engineer may proceed in the manner set forth in Ordinance 909.06**~~, or their designee shall cause the sidewalk to be repaired or the obstruction to be removed or the nuisance to be abated, and charge the expense plus twenty-five percent (25%) for inspection, administration and other costs in connection therewith, against the property owner. If the property owner fails to pay the same within thirty days after notice of the amount of the expense, the Director of Finance shall certify the same to the Lake County Auditor to be placed upon the tax duplicate and collected as other taxes are collected according to law~~.

909.02 CONSTRUCTION.

Whenever new construction or major alterations are undertaken, the work shall include the replacement, repair or construction of sidewalks as appropriate, along the full length of all street frontages. New sidewalks shall be constructed to City specifications and at grades approved by the City Engineer.

909.03 REPAIR OF VIADUCTS; NOTICE TO OWNER.

(a) It shall be the duty of every owner, agent or person having the control of any viaduct abutting upon a public sidewalk within the City to keep the viaduct painted, in good repair, and free from all litter, noxious weeds and rank vegetation as defined in these Codified Ordinances.

(b) It shall be the duty of the City Manager upon complaint by any resident of the City, or upon notice that any viaduct within the City is in need of

painting, repair, or that litter, noxious weeds or rank vegetation exists with respect to the condition of such viaduct, to require the compliance with this section.

(c) The City Manager**, City Engineer, or designee** shall notify in writing the owner, agent or person referred to in subsection (a) hereof of the condition required to be corrected, and if the person notified shall fail for thirty days after service of such notice to cause the viaduct to be painted, repaired or remove all litter, noxious weeds or rank vegetation, the City Manager shall cause the viaduct to be painted, repaired or the litter and vegetation to be removed and charge the expense plus twenty-five percent (25%) for inspection, administration and other costs in connection therewith against the property owner. If the owner fails to pay the same within thirty days after notice of the amount of the expense, the Director of Finance shall certify same to the Lake County Auditor to be placed upon the tax duplicate and collected as other taxes are collected according to law.

(d) Any owner, agent, or person having control of any viaduct abutting upon a public sidewalk within the City, violating any provision of this section shall be guilty of a minor misdemeanor. If the offender has previously been convicted of this offense, a violation of this section is a misdemeanor of the third degree. If the offender has previously been convicted of this offense three times, violation of this section is a misdemeanor of the second degree. If the offender has previously been convicted of this offense four or more times, violation of this section is a misdemeanor of the first degree.

909.04 TIME EXTENSIONS FOR COMPLIANCE.

Where the owner and/or occupant of a premises is unable to comply with a notice of violation within the time period specified, the owner may enter into an agreement with the City Manager, City Engineer, or designee detailing a program to abate nonconformance within a reasonable time limit as determined by the City. The property owner must present a written request or complete the sidewalk repair/maintenance extension form for an extension within two weeks of the notice of violation is served on the Owner and/or occupant. The City Manager, City Engineer, or designee will review the request and provide a written response which may, if accepted, be stamped "Approved as presented" or with "Approved with noted modifications" and returned to the property owner. Any further modifications to the approved timeline thereafter shall be done in writing.

909.05 FAILURE TO COMPLY.

No person who is the owner and/or occupant of a premises shall fail, neglect or refuse to comply with any notice of the City Manager, City Engineer, or designee that was issued for a violation of Section 909.01 or 909.02 within the time period specified in such notice. If there is a violation, then the City Manager, City Engineer, or designee shall proceed as provided in Section 909.01, 909.06 or 909.07, whichever is applicable.

No person who is the owner of a viaduct abutting upon a public sidewalk within the City shall fail, neglect or refuse to comply with any notice of the City Manager, City Engineer, or designee that was issued for a violation of Section 909.03 within the time period specified in such notice. If there is a violation, then the City Manager, City Engineer, or designee shall proceed as provided in Section 909.03 to abate the violation or to prosecute the action as is set forth in Section 909.03. Failure to comply with the provisions of Section 909.03 shall carry the penalty and right to abate the violation as specified in that Ordinance.

909.06 ABATEMENT OF VIOLATIONS.

Where the owner and/or occupant of any premises fails to comply with a notice of violation of any of the provisions of Chapter 909 of this Code, within the time period specified in such notice, the City Manager, City

Engineer, or designee may at the option of the City Manager, City Engineer, or designee cause such violation to be corrected, removed or abated. The City Manager may contract with a private person or firm to accomplish such task.

The actual cost of bringing the property into compliance plus twenty-five percent (25%) for inspections and administration and other costs in connection therewith shall be billed to the owner. If such bill is not paid within thirty days after submission, then the Director of Finance shall certify such costs to the County Auditor for placement on the tax duplicate to be collected as other taxes for return to the City. This provision does not apply to violations of Section 909.03.

909.07 PROSECUTION OF VIOLATIONS.

Where the owner and/or occupant of any premises fails to comply with a notice of violation of any of the provisions of Chapter 909 of this Code, such owner or occupant shall be considered to be in violation of this Code and the City Manager, City Engineer, or designee shall proceed at law to compel compliance and to prosecute such violation. This provision does not apply to violations of Section 909.03.

909.07 APPEALS.

Any owner and/or occupant who is served a notice of violation of any of the provisions of Chapter 909 of this Code, may within ten days of receipt of such notice appeal the findings of the City Manager, City Engineer, or their designee. Such appeal shall be made by filing with the Board of Zoning Appeals a notice of appeal on forms provided for such purpose. Such an appeal shall be scheduled for a hearing before the Board of Zoning Appeals. The Fee for filing such an appeal shall be $20.00 because it is not necessary to publish in the newspaper or to notify the neighboring property owners. The procedures for such appeals and hearing shall be as set forth in Chapter 1109.05 of the Unified Development Code.

909.99 PENALTY.

Whoever violates **Sections 909.01, 909.02, or 909.04** is guilty of a minor misdemeanor. A separate offense shall be deemed committed upon each day during or on which the offense occurs or continues.

SECTION II. That this ordinance is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the necessity to adopt additional regulations to help insure compliance with the City's Building and Street Codes, and therefore this Ordinance shall become effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

ORDINANCE NO. ____-23

AN ORDINANCE AMENDING SECTION 107.03 OF THE PAINESVILLE CODE OF 1998 RELATING TO MEETING DATES OF COUNCIL, AND DECLARING AN EMERGENCY

SECTION I. That Section 107.03 of the Painesville Code of 1998 is hereby amended to read as follows:

107.03 MEETING DATES OF COUNCIL.

The regular meeting dates of Council are hereby determined to be the first and third Mondays of each and every calendar month and which regular Council meetings may be held at ~~7:30~~ 7:00 p.m. of the prevailing time in the Council Chambers, City Hall, Painesville, Ohio or any other location within the City of Painesville as designated by City Council in accordance with Section 107.04 on the following day. In the event either the first or third Monday of any calendar month falls upon a legal holiday, the regular Council meeting so falling on such legal holiday shall be held at 7:00 ~~7:30~~ p.m. on the following day.

SECTION II. That this Ordinance is passed as an emergency measure for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville, the emergency being the immediate necessity to change the time of the City Council Meetings to allow for greater exposure to the residents, and therefore, this Ordinance shall be effective immediately upon its passage.

PASSED:

EFFECTIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

ORDINANCE NO._____-23

AN ORDINANCE AMENDING ORDINANCE 929.06 – APPLICABLE RIDERS AND DECLARING AN EMERGENCY

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, COUNTY OF LAKE, STATE OF OHIO:

SECTION 1. That Section 929.06 – Applicable Riders is hereby amended to read as follows:

929.06 APPLICABLE RIDERS.

(a) Power Cost Adjustment-Rider No. 1. The power cost adjustment per kWh, which shall be applied to all kWh units sold under these rate schedules, shall be calculated as a rolling twelve (12) month average, shall be the sum of purchased power supply costs based on data from the most recent twelve-month period preceding the start of the billing month to which the adjustment is to be applied, less an average retail power supply cost of $0.0600 per kWh, which has been incorporated into all retail base rate schedules. Components of the adjustment are hereby adopted for all utility bills issued on and after June 1, 2018, and are calculated as follows:

12 month P/S Cost ($) - $0.0600
12 month P/S units / 1.048

(1) Power supply cost. The power supply cost increment per kWh shall include all costs incurred in the procurement of adequate power supply, transmission of power supply, and adjustments required to reconcile previous over/under PCA collections.

(2) If at any time the power cost adjustment for a month increases by more than fifty percent (50%) over the preceding month, it may be spread equally over two billing periods. The portion to be carried over into the second billing period shall be adjusted by the ratio of the net kWh units of the first month to the net kWh units of the second month.

(b) Primary Metering Discount-Rider No. 2. If the electricity is metered on the primary side of the transformer, a discount of two percent (2%) of the ~~primary meter registration~~ **total electric bill, prior to any applicable taxes**, in each of the City's electric schedules shall be allowed for electricity so metered.

(c) School Discount-Rider No. 3. For electricity provided to all public schools and property within the City corporation limits and under the jurisdiction of the local Board of Education, a discount of thirteen and seven tenths percent (13.7%) shall be allowed for the total electric billing plus power cost adjustments in each of the City's electric schedules.

SECTION 2: That this Ordinance is passed as an emergency measure in order to allow the City's new utility software program to properly calculate the discounts for this class of electric customer. The Ordinance is necessary for the protection and preservation of the peace, health, safety and general welfare of the inhabitants of the City of Painesville and this Ordinance shall become effective at the earliest date allowed by law.

PASSED:

EFFECTIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

RESOLUTION NO. _____-23

A RESOLUTION AUTHORIZING AND DIRECTING THE CITY MANAGER TO SUBMIT AN APPLICATION AND ENTER INTO AN AGREEMENT WITH THE OHIO PUBLIC WORKS COMMISSION FOR FUNDING FOR THE WEST EAGLE STREET WATER LINE REPLACEMENT, AND DECLARING AN EMERGENCY.

WHEREAS, there are funds available through the Ohio Public Works Commission for infrastructure improvements within municipalities; and

WHEREAS, acquisition of said funds is based upon the submission of project applications being submitted to the District Seven Public Works Committee and the Ohio Public Works Commission; and

WHEREAS, the City of Painesville is in need of funding for the infrastructure improvements within the City.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PAINESVILLE, LAKE COUNTY, OHIO:

SECTION 1. That the City Manager be and is hereby authorized and directed to submit an application and enter into an Agreement with the Ohio Public Works Commission for State Capital Improvement Program Funding for the West Eagle Street Water Line Replacement.

SECTION 2. That the City Manager is hereby authorized to execute such forms and contracts as may be required to properly secure said funding.

SECTION 3. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 4. That this Resolution is hereby declared to be and is passed as an emergency measure for the immediate preservation of the public peace, health, safety and general welfare of the citizens of the City of Painesville, the emergency being that the immediate passage is necessary so as to meet filing deadlines, and therefore, this Resolution shall become effective immediately upon its passage.

PASSED:

EFFECITIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

RESOLUTION NO. _____-23

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SIGN A STORM WATER EASEMENT AGREEMENT WITH GRAND RIVER WALK, LLC FOR A STORM WATER EASEMENT ON CITY OWNER PROPERTY KNOWN AS PERMANENT PARCEL NO. 15-A-012-0-00-002-0, AND DECLARING AN EMERGENCY

WHEREAS, the City and Grand River Walk LLC on July 1, 2022, signed a Development Agreement for the City owned property located at 257 E. Main St. Council approved the terms and conditions of this Development Agreement by way of Resolution No. 38-22 and this Development Agreement provided that the City would provide an easement for storm water retention; and

WHEREAS, the terms and conditions of the of the Storm Water Easement Agreement are set forth in the document attached as Exhibit A; and

WHEREAS, the City and the Developer have mutually agreed that this storm water easement agreement is necessary for the Project and

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF PAINESVILLE, COUNTY OF LAKE AND STATE OF OHIO, AS FOLLOWS:

Section 1. That the City Manager of the City of Painesville is hereby authorized and directed to sign the Storm Water Easement Agreement in substantially the same form that is attached hereto as Exhibit A and the City Manager is further authorized to sign and file a Storm Water Easement Agreement to Grand River Walk that contains the terms and conditions in the Storm Water Easement Agreement.

Section 2. That the City as an impacted City is exempted from bidding requirements for the transfer orreal property.

Section 3. That all formal actions of this Council concerning the passage of this Ordinance were adopted in anopen meeting, and that all deliberations of this Council, or any of its Committees, which resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio RevisedCode.

Section 4. That this Resolution is hereby declared to be and is passed as an emergency measure, the emergency being the need to transfer this Property to the Developer by March34, 2023, so that the Developer is in compliance with the TMUDGrant that is one of the cornerstones of the Developer's financing arrangements for this Project. Said Resolution is necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the City of Painesville and; therefore, this Resolution shall be in full force and effect as provided by law.

PASSED:

EFFECTIVE:

_____
Christine Shoop
President of Council

ATTEST:

_____
Samantha Danielson
Clerk of Council

EXHIBIT A

STORM WATER

EASEMENT AGREEMENT

This STORM WATER EASEMENT AGREEMENT (this "**Agreement**"), dated as of the ____ day of September, 2023 (the "**Effective Date**"), is entered into between the City of Painesville, an Ohio municipal corporation (hereinafter, the "**City**"), having an address at 7 Richmond Street, Painesville, Ohio 44077 and Grand River Walk LLC, an Ohio limited liability company (hereinafter, "**Developer**"), having an address at 38119 Stevens Boulevard, Willoughby, Ohio 44094. The City and Developer may be referred to individually as a "Party" or collectively as the "Parties", herein.

WITNESSETH:

WHEREAS, the City is the fee owner of certain land located in the City of Painesville, County of Lake and State of Ohio, designated as Permanent Parcel Number 15-A-011-0-00-003-0, 301 Latimore Street, Painesville, Ohio 44077, hereinafter referred to as "**Parcel A-1**" and Permanent Parcel Number 15-A-012-0-00-002-0, 33 Mill Street, Painesville, Ohio 44077, hereinafter referred to as "**Parcel A-2**" and both more particularly described by a metes and bounds descriptions set forth on **Exhibit A-1 and A-2** attached hereto and made a part hereof (Parcel A-1 and Parcel A-B and referred to collectively as the "**City Parcels**");

WHEREAS, Developer is the fee owner of certain land located in the City of Painesville, County of Lake and State of Ohio, designated as Permanent Parcel Number 15-A-012-0-00-012-0, V/L Main Street, Painesville, Ohio 44077, hereinafter referred to as "**Development Parcel**" and more particularly described by a metes and bounds description set forth on **Exhibit B** attached hereto and made a part hereof;

WHEREAS, in order to provide for the development of a mixed-use project on the Development Parcel (the "**Project**"), as well as a potential future amphitheater on the City Parcels (the "**Amphitheater**"), and for the flow and detention of storm water therefrom, the Parties have agreed to grant non-exclusive, reciprocal easements for construction, maintenance, and drainage for a water quality and detention basin and storm sewer lines over such portions of the City Parcels and Development Parcel (the "**Storm Water Easement Area**"); and more particularly described by a metes and bounds description and a diagrammatic sketch with a cross hatched portion indicating the Storm Water Easement Area, on **Exhibit C** attached hereto and made a part hereof;

NOW, THEREFORE, for good and valuable consideration paid, and the mutual covenants, terms, and conditions set forth herein, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

SECTION 1. EASEMENTS

1.1 Storm Water Easements. The Storm Water Easement Area on the City Parcels and Development Parcel shall be made available for the following purposes related to the construction, maintenance, and use of storm sewer lines and related improvements (the "**Storm Lines**") and a water quality and detention basin (the "**Storm Water Detention Basin**") (the Storm Lines and Storm Water Detention Basin are referred to collectively as the "**Facilities**").

EXHIBIT A

(a) Ingress and Egress. Each Party hereby grants and conveys to each other Party for its use and for the use by each Parties successors, assigns, employees, agents, contractors, suppliers, and licensees thereof a non-exclusive easement for the passage over and across the Storm Water Easement Area for the construction, maintenance, and use of the Facilities. Such easement rights shall be subject to the following reservations as well as other provisions contained in this Agreement:

(i) In connection with any construction, reconstruction, repair or maintenance in the Storm Water Easement Area, each Party reserves the right to create a temporary staging and/or storage area in the Storm Water Easement Area; provided, however, that the Party operating such temporary staging or storage area promptly repairs all damage caused by, or resulting from, such construction activities;

(ii) No Party shall make changes to the improved Storm Water Easement Area as contemplated by the approved construction plans without the prior written approval of the non-requesting Party, which approval will not be unreasonably withheld. Notwithstanding anything to the contrary in this Subsection (ii), no such changes shall be permitted, and a Party may disapprove such proposed changes in its sole and absolute discretion unless:

A. the accessibility, utility and efficiency of such Storm Water Easement Area and the Facilities contained therein for all intended uses and purposes are not unreasonably restricted or hindered;

B. no governmental rule, ordinance or regulation shall be violated as a result of such action, and such action shall not result in any other Party being in violation of any governmental rule, ordinance or regulation;

C. no change shall be made in the Storm Line serving the Development Parcel, as the same are depicted on any final approved construction plans; and

D. at least thirty (30) days prior to making any such change, modification or alteration, the Party desiring to do such work shall deliver to each other Party copies of the plans therefor.

(b) Facilities.

(i) Each Party hereby grants and conveys to each other Party non-exclusive easements in, to, over, under, along and across those portions of the Storm Water Easement Area located on the Parcels as may be necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of the Facilities, and except for temporary utilities during any period of construction or reconstruction, all utilities shall be underground unless required to be above ground by any governmental entity. Prior to exercising the right granted herein, the Developer shall first obtain any government approvals required for the grading, sizing, installation and landscaping of the Facilities (the "Improvement Plans") and shall furnish a certificate of insurance showing that Developer and/or its contractor has obtained

the minimum insurance coverage required by the City. Any Party installing Storm Lines pursuant to the provisions of this subparagraph shall pay all costs and expenses with respect thereto and shall cause all work in connection therewith (including general clean-up and proper surface and/or subsurface restoration) to be completed in a diligent manner and so as to minimize interference with the use of the Storm Water Easement Area or the Parcels. This Easement shall last as long as the Project building remains on Permanent Parcel Number 15-A-012-0-00-012-0 and when that building is demolished or removed, then this Easement shall terminate. In the event that the Project building is not constructed, then this Easement shall be null and void.

(ii) Developer shall, upon request, provide to the City a copy of an as-built survey showing the location of such Facilities. After the initial installation of the Facilities, the City shall have the right at any time to relocate a Storm Line upon thirty (30) days' prior written notice, provided that such relocation shall:

A. not materially interfere with or diminish the storm water services to the Development Parcel;

B. not reduce or unreasonably impair the usefulness or function of such Storm Line;

C. be performed without cost or expense to Developer;

D. be completed using materials and design standards which equal or exceed those originally used;

E. have been approved by the appropriate governmental or quasi-governmental agencies having jurisdiction thereover; and

F. not unreasonably interfere with the conduct or operation of the Development Parcel.

Developer shall have the right to require an as-built survey of such relocated Storm Line be delivered to it at the City's expense as soon as is practicable after the completion of such relocation.

(iii) The City hereby grants and conveys to Developer the right and easement to discharge surface storm drainage and/or runoff from the Development Parcel over, upon and across the Storm Water Easement Area of the City's Parcels.

1.2 Initial Construction of the Facilities. The performance of "Developer's Work" in accordance with the requirements of Section 2 below, and any impacts on ingress and egress contemplated thereby, shall not constitute a breach or default under Section 1.1 or any other provision of this Agreement.

EXHIBIT A

SECTION 2. CONSTRUCTION

2.1 Developer's Work. The activities constituting "Developer's Work" and to be performed by Developer pursuant hereto are set forth below in this Section. The Developer agrees to cause "Developer's Work" to be constructed and completed substantially in accordance with the final Improvement Plans for the Facilities. Developer's Work which comprises the following:

(a) Storm Water Detention Basin. The excavating, grading, landscaping, storm drains, other on-site drainage lines or systems, and utility installations contemplated by the Improvement Plans on the City Parcel ("Developer's Storm Water Detention Basin Work").

(b) Storm Line. A storm water utility line to serve the Project, stubbed within the Development Parcel in accordance with the Improvement Plans.

.(c) The City shall approve the plan, design, materials and construction drawings for the Facilities in accordance with the requirements of the Painesville Codified Ordinances prior to the construction of the Facilities.

2.2 Developer Indemnification for Developer's Work. Developer shall indemnify, defend and hold the City and its respective successors, assigns, officers, directors, employees, and agents, harmless from and against any and all claims, demands, liabilities, actions, suits, orders, and causes of actions (including reasonable attorneys' fees and costs of suit) ("Claims") asserted by occupants or invitees on or of the City Parcels to the extent the same arise from, (a) a breach or default by Developer in the performance of Developer's construction obligations in accordance with the provisions of Section 2.1 above. Nothing contained in the foregoing, however, shall be deemed to imply that Developer shall incur any liability for any claim that the performance of Developer's Work in accordance with the Improvement Plans is in violation of any person or entity's rights under any law or agreement.

2.3 Plans for Future Construction. Prior to commencing any construction of the Amphitheater by the City, or any substantial renovation to the exterior of the Project by Developer, the constructing Party shall obtain the prior written approval of the non-constructing Party of the grading and elevations for the same pursuant to this Section. Such approval shall not be unreasonably withheld and the reviewing Party's discretion shall be limited to whether or not the proposed improvements will adversely interfere, diminish, reduce, or impair the Facilities or the flow of storm water thereto.

2.4 General Requirements.

(a) Developer agrees that Developer's Work performed by it within the Storm Water Easement Area shall be performed in compliance with all applicable laws, rules, regulations, orders, and ordinances of the city, county, state, and federal governments, or any department or agency thereof and in accordance with the Improvement Plans. No construction activity other than Developer's Work which may affect the Storm Water Easement Area shall commence until at least thirty (30) days' prior notice has been given to all other Parties.

(b) Developer further agrees that its construction activities shall not:

(i) cause any unreasonable increase in the costs of construction of improvements upon the City Parcels;

(ii) unreasonably interfere with construction work being performed on any other part of the City Parcels;

(iii) unreasonably interfere with the use, occupancy or enjoyment of any part of the remainder of the City Parcels by the City, its successors and/or assigns, it being agreed by each Party, however, that Developer's Work performed in compliance with Section 2.1 above shall not be considered to unreasonably interfere with any of the foregoing; and

(iv) cause the City to be in violation of any applicable law, rule, regulation, order or ordinance of the city, county, state, federal government, or any department or agency thereof.

(c) The Developer agrees to defend, indemnify, and hold harmless the City from all liability, loss, claims, actions, proceedings, liens and costs incurred in connection therewith (including reasonable attorneys' fees and costs of suit), arising out of or related to the performance, condition, or existence of Developer's Work under this Agreement, provided that such claim, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury or destruction of tangible property (other than Developer's Work itself), but only to the extent caused by the negligent acts or omissions of Developer, its contractors, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Notwithstanding the foregoing sentence, no Party shall be obligated to indemnify any other Party for the negligence or willful misconduct of such other Party, its agents, employees, contractors or licensees. The City shall obtain or have insurance to protect the City from any all liability, loss, claims, actions, proceedings, liens and costs incurred in connection therewith arising out of or resulting from any accident, injury or loss or damage occurring to any person or to the property of any person during the performance of any construction activities performed or authorized by the City on the City's Parcels.

(d) Each Party hereby grants and conveys to each other Party and to its respective contractors, materialmen and laborers a temporary license for access and passage over and across the Storm Water Easement Area of its Parcel as shall be reasonably necessary to construct and/or maintain improvements installed pursuant to this Agreement, including without limitation performing Developer's Work pursuant to Section 2.1 above; provided, however, that such license shall be in effect only during periods when actual construction and/or maintenance is being performed, and provided further that the use of such license shall not be exercised so as to unreasonably interfere with the use and operation of the City Parcels or Development Parcels by others. The performance of Developer's Work in conformance with the Improvement Plans shall be deemed to be reasonable. Any Party availing itself of the temporary license granted by this Section shall promptly pay all costs and expenses associated with such work, shall diligently complete such work, and shall promptly clean the affected area and restore the affected portion of the Storm Water Easement Area to a condition which is equal to or better than the condition which existed prior to the commencement of such work.

(e) During the period of time that the Developer is constructing the Storm Water Basin and work related thereto the Developer shall maintain, at its expense, and keep in force at all times during the time of the construction activities, a policy of comprehensive general public liability insurance, including a contractual liability endorsement, and personal injury liability coverage, from an insurer reasonably acceptable to the City, which shall include coverage against claims for any injury, death, or damage to persons or property occurring on, in, or about the Easement Area and Developer's use therein. The City and its agents, contractors, tenants, and any other third parties required by Grantor, shall be named as additional insureds on such insurance policies. Prior to making any entry onto the storm water parcel, Developer shall furnish to Grantor: (a) a certificate of insurance evidencing the foregoing coverages, and providing that such insurance policy may not be cancelled on less than ten (10) days prior written notice to Grantor; and (b) proof of payment of the insurance premium. The amount of the insurance shall be Five Million Dollars.

SECTION 3. MAINTENANCE AND REPAIR

3.1 Maintenance of Common Area.

(a) The activities described in this paragraph 3.1(a) shall be deemed "Storm Water Easement Area Maintenance". The minimum standard of maintenance for the Storm Water Easement Area and the Facilities therein shall be comparable to the standard of maintenance followed for other comparable storm sewer lines and water detention basins of comparable size located in the Lake County, Ohio, area and shall further be, at all times, in compliance with all applicable governmental laws, rules, regulations orders and ordinances, and the provisions of this Agreement. All Facilities shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced (as new or equal to the quality of the original work).

(b) From and after the date upon which the Facilities within Developer's Work is substantially completed, the City shall perform general maintenance and upkeep of the Storm Water Easement Area (e.g. mowing of grass, trimming of vegetation, clearing the Storm Water Detention Basin of debris) or cause the same to be operated and maintained, in good order, condition and repair. The City shall have the right, from tune to time to delegate to another person or persons some or all of its responsibilities to maintain the Storm Water Easement Area, but the City shall remain responsible for such delegated responsibilities as between the City and such delegated person(s) shall have no contractual relationship with Developer.

(c) From and after the date upon which the Facilities within Developer's Work are substantially completed, the Developer shall perform all major repairs associated with Storm Water Easement Area and Facilities. Additionally, Developer shall be responsible for performing and submitting any annual inspections in compliance with applicable governmental laws, rules, regulations, permits, or ordinances applicable to the Storm Water Easement Area and Facilities. Major Repairs for the purposes of this Section 3.1 means any repair that costs more than $4,000.00. The City shall calculate the amount of the repair and provide those calculations to the Developer and provide those estimates to the Developer. The Developer shall then be required to make the required Major Repair.

EXHIBIT A

SECTION 4. TRANSFER OF INTEREST

4.1 Transfer of Entire Interest.

(a) Each Party shall be liable for the performance of all of its respective covenants, obligations and undertakings herein set forth which accrue during the period of its ownership interest in its Parcel, and such liability shall continue with respect to any portion transferred until the notice requirement set forth below is complied with, at which time the transferring Party's personal liability for future obligations shall terminate. The transferee Party shall automatically become liable for all obligations, performance requirements and amounts which arise subsequent to compliance with the notice requirement and the transfer of the interest in the transferring Party's Parcel. A Party transferring all or any portion of its interest in its Parcel shall give notice to the other Party of such transfer and shall include therein at least the following information:

(i) the name and address of the transferee;

(ii) a copy of the legal description of the Parcel or portion thereof transferred;

(iii) the designated Person who will represent the Parcel or portion thereof transferred, if the leasehold or ownership interest is in more than one Person; and

(iv) a copy of the deed or other conveyance instrument evidencing the transfer.

Nothing contained herein to the contrary shall affect the existence, priority, validity or enforceability of this Agreement, any mortgage, deed of trust or similar instrument which is placed upon the transferred portion of a Parcel.

4.2 Limitation on Transfer. In no event shall the rights, powers and obligations conferred upon a Party pursuant to this Agreement be at any time transferred or assigned by any such Party except through a transfer of its interest in its Parcel, and then only to the extent and in the manner herein provided. The exceptions to a successor becoming a Party by reason of any transfer or conveyance of the whole or any part of the interest of any Party in and to such Party's Parcel are as follows:

(a) while and so long as the transferring Party retains the entire possessory interest in the Parcel or portions thereof so conveyed by the terms of a mortgage or deed of trust, in which event the Party retaining such possessory interest shall have the status of a Party;

(b) when a successor acquires by such transfer or conveyance:

(i) less than all of the Party's Parcel; or

(ii) an undivided interest, such as that of joint tenant, or tenant in common, in such Party's Parcel; or

(iii) an undivided interest, legal or equitable, in the assets of any Party other than an individual, which interest is not also an interest in the Party's Parcel. In any of which three cases the Persons holding all of the interests in such Parcel are to be jointly considered a single Party and the Party as to such Parcel hereunder.

SECTION 5. MISCELLANEOUS

5.1 Default.

(a) If any Party is in Default hereunder ("Defaulting Party"), then any other Party ("Non-Defaulting Party") may, upon forty-five (45) days' prior written notice to the Defaulting Party, proceed to Cure the Default (and shall have a license to do so) by the payment of money or performance of some other action for the account of the Defaulting Party. The foregoing shall only include the right to enter upon any portion of the Storm Water Easement Area owned by the Defaulting Party and to do the following (a) summarily abate, remove or otherwise remedy any improvement, thing or condition which violates the terms of this Agreement, including, without limitation, any failure to maintain or repair the Storm Water Easement Area in accordance with the Agreement; or (b) complete the construction or reconstruction of any Storm Water Easement Area in accordance with this Agreement; and (c) enter upon any portion of the Storm Water Easement Area owned by the Defaulting Party and perform any obligation of the Defaulting Party to be performed thereon. The foregoing right to Cure shall not be exercised if within the forty-five (45) day notice period the (i) Defaulting Party Cures the Default, or (ii) Default is subject to Cure, but cannot reasonably be Cured within that time period, the Defaulting Party begins to Cure such Default within such time period and diligently pursues such action to completion. The forty-five (45) day notice period shall not be required if, using reasonable judgment, the Non-Defaulting Party deems that an emergency exists which requires immediate attention. In the event of such an emergency, the Non-Defaulting Party shall give whatever notice to the Defaulting Party as is reasonable under the circumstances.

(b) Within ten (10) days of written demand (including providing copies of invoices reflecting costs) the Defaulting Party shall reimburse the Non-Defaulting Party for any sum reasonably expended by the Non-Defaulting Party to Cure the Default, together with reasonable interest thereon.

(c) In the event any Party shall institute any action or proceeding against another Party relating to the provisions of this Agreement, or any Default hereunder, or to collect any amounts owing hereunder, or if an arbitration proceeding is commenced by agreement of the Parties to any dispute, the unsuccessful litigant in such action or proceeding shall reimburse the successful litigant therein for reasonable costs and expenses incurred by the successful litigant in connection with such action or proceeding and any appeals therefrom but such reimbursement shall not include attorneys' fees. Each Party shall pay their own attorney fees.

(d) All remedies are cumulative and shall be deemed additional to any and all other remedies to which any Party may be entitled in law or in equity. Each Party shall also have the right to restrain by injunction any violation or threatened violation by any other Party of any of the terms, covenants, or conditions of this Agreement, or to obtain a decree to compel performance of any such terms, covenants, or conditions, it being agreed that the remedy at law for a breach of any such term, covenant, or condition (except those, if any, requiring the payment of a liquidated sum) is not adequate.

(e) Any Party entering onto the Parcel of another Party (City's obligation to indemnify shall be to the extent permitted by law) shall indemnify, hold harmless and defend the Party whose Parcel is entered, from any and all liabilities, damages and costs, arising out of the acts of the entering Party on such other Party's Parcel. Nothing contained in the foregoing, however, release any Party from liability for its own breach or default hereunder which occasioned such exercise of a right to entry.

5.2 Notices. Unless specifically stated otherwise in this Agreement, all notices, waivers, claims and demands required or permitted hereunder shall be in writing and delivered to the addresses set forth below, by one of the following methods: (a) hand delivery, whereby delivery is deemed to have occurred at the time of delivery; (b) a nationally or regionally recognized overnight courier company, whereby delivery is deemed to have occurred the business day following deposit with the courier; (c) registered United States mail, signature required and postage-prepaid, whereby delivery is deemed to have occurred on the third business day following deposit with the United States Postal Service; or (d) electronic transmission (facsimile or email) provided that the transmission is completed no later than 4:00 p.m. Eastern Standard Time on a business day and the original also is sent via overnight courier or United States Mail, whereby delivery is deemed to have occurred at the end of the business day on which electronic transmission is completed.

To Grantor:	City of Painesville Attn: Douglas L. Lewis, Painesville City Manager 7 Richmond Street Painesville, Ohio 44077
with a copy to:	Painesville City Law Director 7 Richmond Street Painesville, Ohio 44077
To Grantee:	Grand River Walk, LLC Attn: Adelbert P. Marous, Jr., Manager 38119 Stevens Blvd. Willoughby, Ohio 44094
with a copy to:	Sikora Law LLC Attn: Michael J. David 737 Bolivar Road, Suite 270 Cleveland, Ohio 44115

5.3 Condemnation. In the event any portion of the Storm Water Easement Area shall be taken by eminent domain or any other similar authority of law, the award for the value of the land and the improvements so taken shall be paid to the fee owner of the Parcel whose property was so taken and its occupants, as their interest may appear, or as such fee owner and occupant have agreed to in their respective leases.

5.4 Binding Effect. The terms of this Agreement and all easements granted hereunder shall constitute covenants running with the land and shall inure to the benefit of and be binding upon the signatories hereto and their respective successors and assigns who become Parties hereunder. This Agreement is not intended to supersede, modify, amend or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

5.5 Singular and Plural. Whenever required by the context of this REA, the singular shall include the Plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

5.6 Counterparts. This Agreement may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original for all purposes, and all such counterparts shall together constitute but one and the same instrument. A signed copy of this Agreement delivered by facsimile/email shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

5.7 Negation of Partnership. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties, nor shall it cause them to be considered joint venturers or members of any joint enterprise. Each Party shall be considered a separate entity, and no Party shall have the right to act as an agent for another Party, unless expressly authorized to do so herein or by separate written instrument signed by the Party to be charged.

5.8 Not a Public Dedication. Except as herein specifically provided, no rights, privileges or immunities of any Party hereto shall inure to the benefit of any Person, nor shall any Person be deemed to be a beneficiary of any of the provisions contained herein.

5.9 Force Majeure Event. Whenever performance is required of any Party hereunder, such Party shall use all reasonable due diligence to perform and take all necessary measures in good faith to perform; provided, however, that if performance shall be delayed at any time by reason of acts of God, war, civil commotion, governmental delays, moratorium, challenges or appeals to governmental approvals or disapprovals, riots, strikes, picketing, or other labor disputes, unavailability of labor or materials, damage to work in progress by reason of fire or other casualty, pending or threatened litigation by occupants of the Commercial Center, or other causes beyond the reasonable control of the Party whose performance is required (other than the payment of money) ("Force Majeure" or a "Force Majeure Event"), then the time for performance as herein required shall be extended by the number of days of delay caused by such Force Majeure Event. The Party asserting a delay caused by a Force Majeure Event shall take reasonable steps to protect

any work already completed and use reasonable efforts to remediate the effect of such delay and keep the other Party informed of the nature of the Force Majeure Event, the estimated time period of the delay, the steps being taken to resolve the events causing the delay, and the revised schedule of performance as a result of such Force Majeure Event.

5.10 Severability. Invalidation of any of the provisions contained in this Agreement, or of the application thereof to any Person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other Person and the same shall remain in full force and effect.

5.11 Amendments. This Agreement may be amended by, and only by, a written agreement signed by all of the then current Parties and shall be effective only when recorded in the County of Lake and State of Ohio. No consent to the amendment of this Agreement shall ever be required from any occupant or person other than the Parties, nor shall any occupant or persons other than the Parties have any right to enforce any of the provisions hereof.

5.12 Captions and Capitalized Terms. The captions preceding the text of each article and section are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Initial capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

5.13 Mitigation of Damages. In all situations arising out of this Agreement, all Parties shall attempt to avoid and minimize the damages resulting from the conduct of any other Party or Person. Each Party hereto shall take all reasonable measures to effectuate the provisions of this REA.

5.14 Time. Time is of the essence in this Agreement.

5.15 Nonwaiver. The failure of any Party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that Party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or Default in any of such terms, covenants or conditions.

5.16 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Ohio.

5.17 Indemnity and Release.

(a) The Developer covenants to indemnify, and hold harmless the City and their heirs, partners, trustees, parent or subsidiary corporations, directors, officers, agents, representatives and employees from and against all losses, liabilities, damages, claims, judgments, orders, penalties, fines, costs or expenses, including reasonable legal, accounting and other expenses, including, (collectively, the "Losses") caused by the negligent act or omission of by such Developer, its agents, employees, contractors, licensees, officers or directors ("Party's Agents") involving (i) the performance by such Developer or such Party's Agents of its duties or

obligations with respect to the maintenance or operation of its Parcel or the Storm Water Easement Area on its Parcel (ii) construction and works of improvement performed by or for Developer or such Party's Agents or (iii) the business and other activities conducted by Developer or such Party's Agents Notwithstanding anything in the preceding sentence to the contrary, the indemnification obligation outlined in this paragraph shall not apply to claims to the extent caused by or arising out of the gross negligence or willful act or omission of another Party or such other Party's Agents. The City shall obtain or have insurance to protect the City from any all liability, loss, claims, actions, proceedings, liens and costs incurred in connection therewith arising out of or resulting from any accident, injury or loss or damage occurring to any person or to the property of any person during the performance of any construction activities performed or authorized by the City on the City's Parcels.

(b) To the extent permitted by law, each Party ("Releasing Party") hereby releases and waives, for itself and on behalf of its insurer, any other Party ("Released Party") from any liability for any loss or damage to all property of such Releasing Party located upon any portion of the Storm Water Easement Area, which loss or damage is of the type generally covered by "all risk" property damage insurance. This release and waiver shall apply irrespective of any negligence on the part of the Released Party which may have contributed to or caused such loss, or of the amount of such insurance required or actually carried. Each Party agrees to use its best efforts to obtain, if needed, appropriate endorsements to its policies of insurance with respect to the foregoing release; provided, however, that failure to obtain such endorsements shall not affect the release hereinabove given. Notwithstanding anything to the contrary, in the event any Party is by law, statute or governmental regulation unable to obtain a waiver of the right of subrogation for the benefit of each other Party, then, during any period of time when such waiver is unobtainable, said Party shall not have been deemed to have released any subrogated claim of its insurance carrier against the other Parties, and during the same period of time each such other Party shall be deemed not to have released the other Party who has been unable to obtain or fails to obtain such waiver from any claims it or its insurance carrier may assert which otherwise would have been released pursuant to this Section. Any lease, license, concession or other agreement entered into between any Party and an occupant of its Parcel shall contain a provision releasing and waiving rights of recovery against the Parties to the same extent as the release and waiver contained in this Section and, if such waiver and release is contained in any such agreement with an occupant, then the waiver and release by each Party under this Section shall extend to and benefit such Occupant.

[signatures on the following page]

EXHIBIT A

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date first written above.

GRANTOR:

CITY OF PAINESVILLE, an Ohio municipal corporation

By:_____
DOUGLAS L. LEWIS
CITY MANAGER
CITY OF PAINESVILLE

GRANTEE:

GRAND RIVER WALK LLC, an Ohio limited liability company

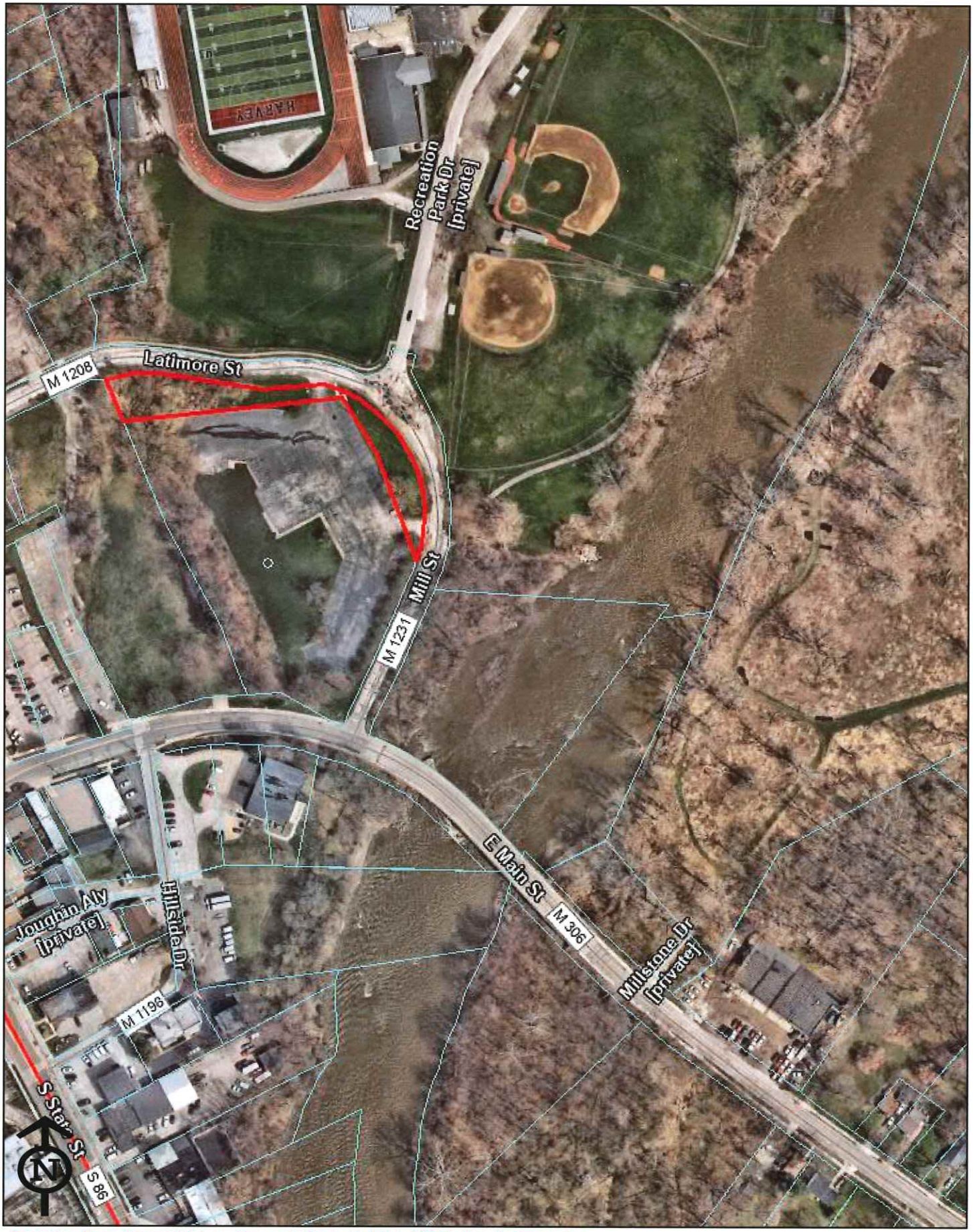
By:_____
ADELBERT P. MAROUS, JR.
MANAGER

EXHIBIT A

EXHIBIT A-1

PARCEL A-1

Web AppBuilder for ArcGIS



Property lines are graphic representations and are **NOT** survey accurate.

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

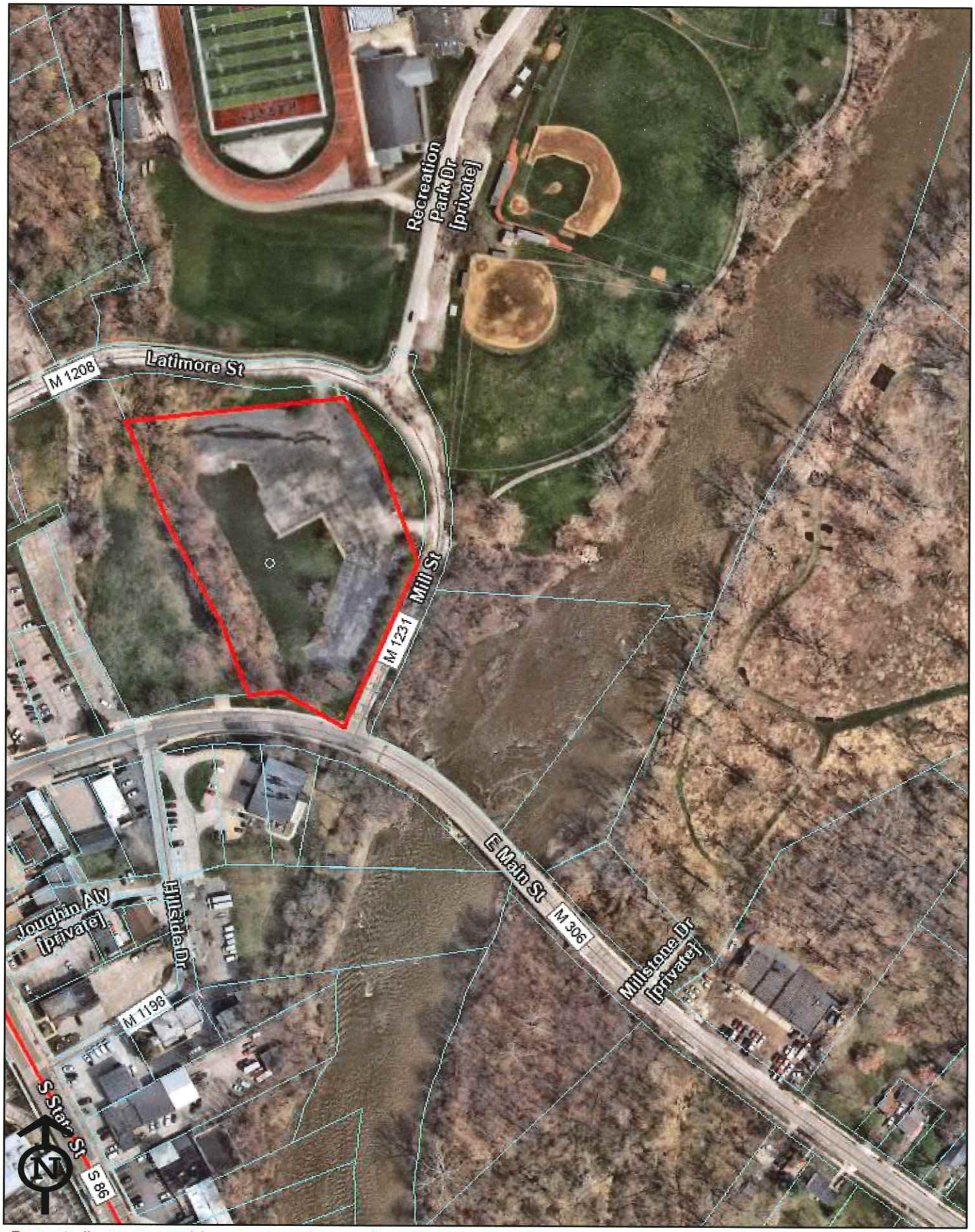
Creation Date:August 31, 2023

EXHIBIT A

EXHIBIT A-2

PARCEL A-2

Web AppBuilder for ArcGIS



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Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

1 inch = 188 feet

Creation Date:August 31, 2023

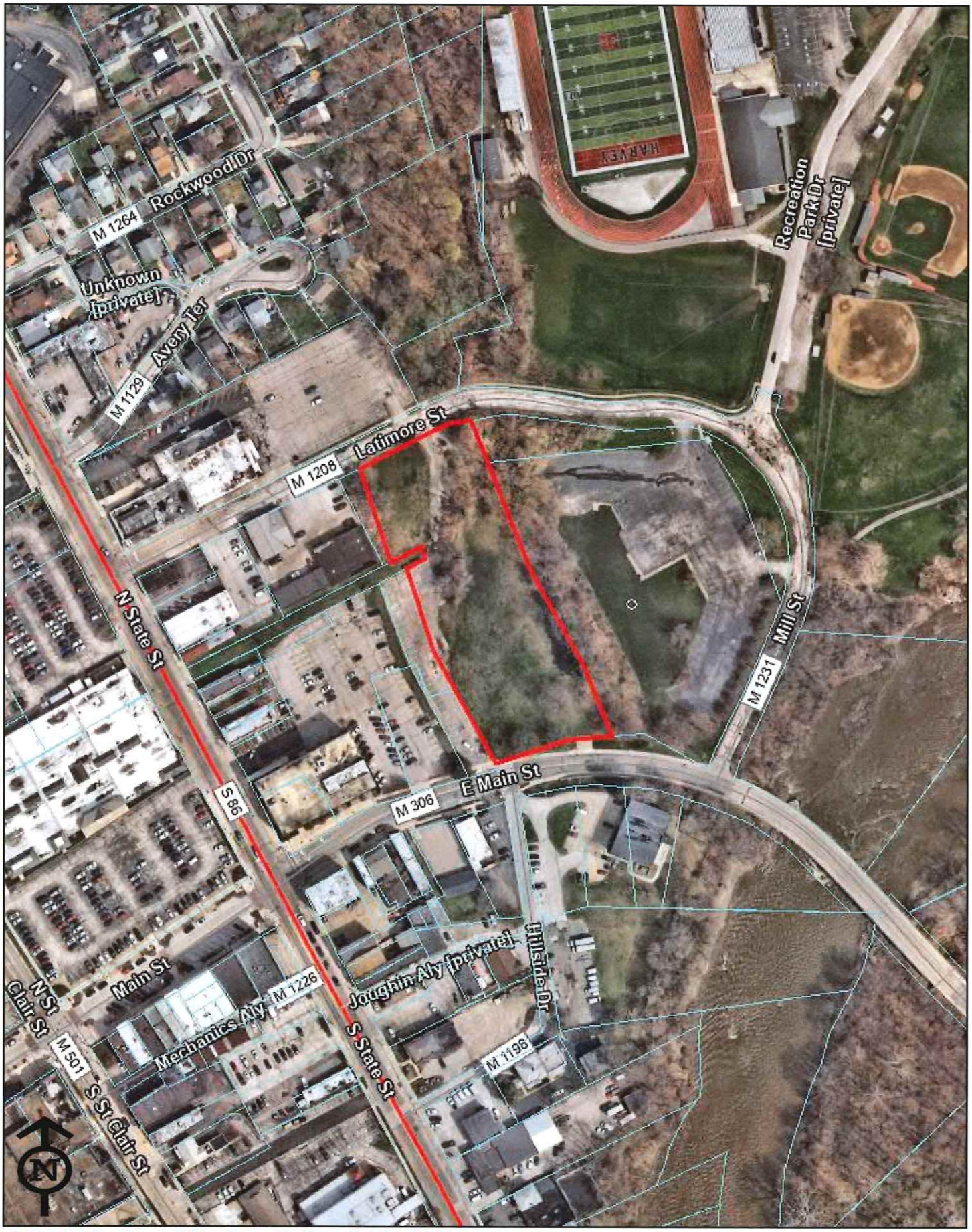
EXHIBIT A

EXHIBIT B

DEVELOPMENT PARCEL

Exh. B

Web AppBuilder for ArcGIS



Property lines are graphic representations and are **NOT** survey accurate.

1 inch = 188 feet

Lake County GIS Dept. / Lake County Tax Map Dept., 105 Main Street, Painesville, OH

Creation Date:August 31, 2023

LEGAL DESCRIPTION
OF
GRAND RIVER WALK DEVELOPMENT
STORM WATER EASEMENT
PART OF PARCEL NO. 15-A-012-0-00-002-0
PAINESVILLE, OHIO

Situated in the City of Painesville, County of Lake and State of Ohio and known as being part of the Original Painesville Tract Nos. 2 and 3, Township 11, Range 8 and further bounded and described as follows:

Beginning at a 1/2" iron pin on the southerly right of way of Latimore Street (formerly Lattimore Street) (40 feet wide) at the southwesterly most corner of the Latimore Street Extension on the Dedication Plat for the Extension of Latimore Street & Mill Street as shown by the plat recorded in Volume 71, Page 23 of Lake County Map Records;

Thence North 81°49'08" East along the southerly right of way of said Latimore Street Extension, 23.57 feet to the northeasterly most corner of land conveyed to Grand River Walk LLC (Parcel No. 15-A-012-0-00-012-0) by the deed recorded in Instrument No. 2023R005233 of Lake County Deed Records;

Thence South 22°30'43" East along an easterly line of land so conveyed to Grand River Walk LLC, 63.02 feet to a south westerly corner of land conveyed to the City of Painesville (Parcel No. 15-A-011-0-00-003-0) by the Torrens Volume 6, Page 55 of Lake County Deed Records and the **Principal Place of Beginning** of the easement herein described;

Thence North 84°49'38" East along a southerly line of land so conveyed to the City of Painesville, 315.62 feet to a point;

Thence South 05°10'22" East, 20.00 feet to a point;

Thence South 84°49'38" West, 52.00 feet to a point;

Thence South 44°34'23" West, 127.96 feet to a point;

Thence South 67°28'43" West, 60.95 feet to a point;

Thence North 22°31'17" West, 89.95 feet to a point;

Thence South 84°49'38" West, 70.04 feet to an easterly line of land so conveyed to Grand River Walk LLC;

Thence North 22°30'43" West along an easterly line of land so conveyed to Grand River Walk LLC, 36.67 feet to the **Principal Place of Beginning,** containing 0.4193 acres as surveyed and described by Peter J. Gauriloff, P.S. No. 8646 of The Riverstone Company in June of 2023 and subject to all legal highways, restrictions, reservations and easements.

Basis of Bearings: The centerline of Latimore Street as North 62°38'36" East is an assumed bearing and is used to indicate angles only.

Deeds of Reference:
Parcel No. 15-A-012-0-00-012-0
Land conveyed to Grand River Walk LLC by the deed dated March 24, 2023 and recorded in Instrument No. 2023R005233 of Lake County Deed Records.

Parcel No. 15-A-011-0-00-002-0
Land conveyed to City of Painesville by the deed dated November 16, 1927 and recorded in Torrens Volume 6, Page 55 of Lake County Deed Records.

Parcel No. 15-A-012-0-00-002-0
Land conveyed to City of Painesville by the deed dated March 9, 2017 and recorded in Instrument No. 2017R006093 of Lake County Deed Records;

Pete Gauriloff

June 16, 2023

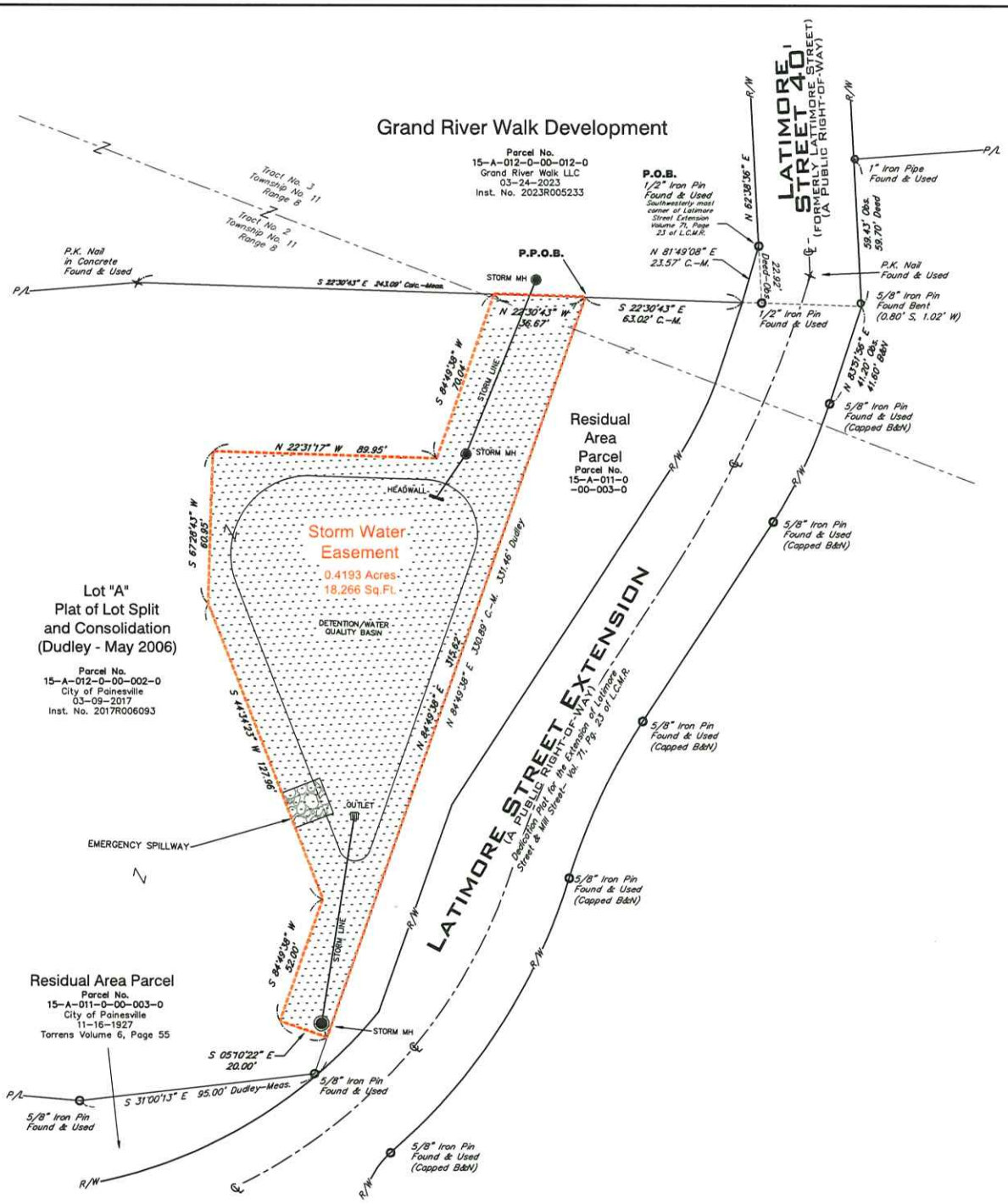
Pete J. Gauriloff P.S. No. 8646 Date

EXHIBIT A

EXHIBIT C

STORM WATER EASEMENT AREA

Exh. C



Easement Map

of

Grand River Walk
Storm Water Easement
Over
Parcel No. 15-A-012-0-00-002-0
Painesville, Ohio

Situated in the City of Painesville, County of Lake and State of Ohio and known as being part of the Original Painesville Tract Nos. 2 and 3, Township 11, Range 8.

Intent

The intent of this easement is to establish a storm water easements over Parcel No. 15-A-011-0-00-002-0 for a water quality and detention basin and storm sewer lines needed for Grand River Walk Development.

Basis of Bearings

The centerline of Latimore Street as North 62°38'36" East is an assumed bearing and is used to indicate angles only.

GRAPHIC SCALE

30 0 15 30

1 inch = 30 ft.

(IN FEET)

Surveyor Certification

This plat was prepared from a field survey, analysis of recorded plats, recorded deeds, and city survey records. Bearings shown hereon are to an assumed meridian and are intended to indicate angles only. Distances are given in feet and decimal parts thereof. All of which I certify to be correct to the best of my knowledge. I hereby certify I have surveyed the subject premises and prepared this drawing in Accordance with the provisions of Chapter 4733-37 of the Ohio Administrative Code.

June 16, 2023

Peter J. Gaurloff P.S. No. 8646 Date

STATE OF OHIO
PETER JOHN GAURLOFF
8646
REGISTERED
PROFESSIONAL SURVEYOR

RIVERSTONE
LAND SURVEYING - ENGINEERING - DESIGN
3800 LAKESIDE AVENUE - SUITE 100
CLEVELAND - OHIO - 44114
PHONE: (216) 491-2000 FAX: (216) 491-9640
WWW.RIVERSTONESURVEY.COM

Grand River Walk Storm Water Easement